

TEAMSTERS LOCAL UNION NO. 264

Affiliated with the International Brotherhood of Teamsters

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**THE COUNTY OF ERIE AND
THE ERIE COUNTY SHERIFF'S DEPARTMENT
AND
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL #264
SWORN
Ratification Document
July 12, 2023**

1. Article 10.3 Overtime:
 - b. All overtime worked shall be paid promptly and no later than the next payroll check, except that employees wishing to receive compensatory time off in lieu of overtime shall be allowed to accrue and maintain a compensatory time bank, calculated at one (1) and one-half (1/2) times their regular rate of pay for each hour of overtime worked up to a maximum of three two-hundred (300200) hours. This compensatory time benefit is to be in lieu of all other compensatory time benefits.
2. Article 10.4
 1. Work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary, regardless of such employee's seniority or amount of previous overtime. It is understood that such overtime is mandatory and may not be refused. Overtime over one and a half (1 1/2) hours will be considered a force. This language does not allow for refusal of overtime.
 6. If an employee is skipped or denied an opportunity for overtime work in violation of this Agreement, upon giving formal notice of same in writing and upon verification, he shall be given preference to elect overtime regardless of seniority or amount of overtime previously worked when it becomes available to his shift. Any employee forced out of turn will receive an extra pass per Article 10.4 (7). This will not apply if caused by Union error.

7. Should any sworn employee refuse overtime work when it "may not be refused" (Section 10.4, #1 or #5) he shall subject himself to disciplinary action. Employees mandated are allowed six four (64) passes every calendar year. Passes will count as a force. Sworn employees wishing to use a pass must notify the Watch Commander no less than 4 hours before the beginning of the forced overtime if your name is on the original force list. If names are added, they will be able to use a pass when notified. Passes are not cumulative and do not roll over into the following calendar year. In the event an employee is mandated after exhaustion of the wheel the same day as an attempted pass, such employee shall not be charged for the pass. Any full time employee hired after July 1st will be allowed three passes for the remainder of the calendar year.

JZP

10. Employees required to seek medical treatment as a result of an injury while on the job, will be paid for the duration of time they seek initial, emergency care for their injury or they are admitted into the hospital, whichever is less, up to a maximum of four (4) hours if said medical treatment goes beyond the completion of their tour of duty.

3. Article 11.2: Command Assignment Procedure

a. Effective Date:	6/30/2023	Hired Prior to 6/30/2023
	Time in Grade	Time in Service
RDO's (regular day off)	X	X
ASSIGNMENT (shift)	X	X
OVERTIME (preference)	X	X
VACATION (preference)	X	X
LAYOFF (Subject to civil service law)		
RETRENCHMENT (Subject to civil service law)		

Note: 1. Provisional status time may be in aggregate.

2. Section 80 & 81 New York State Civil Service Law applies.

4. Article 11.10 Assignment Preference:

g. Any medical vacancies may be filled on a temporary basis during any given year by management. Any permanent vacancies shall be filled immediately in accordance with c and d above. Only the initial vacancy will be filled and "collateral" vacancies will be filled according to c and d above. If such vacancy occurs within one month of the annual posting, this section shall not apply.

h. It is understood that the bids for the Booking/Classification Area are for a minimum of four years. The union acknowledges the "booking area" requires personnel assigned to this "bid" to possess skills and training that exceed most other assignments. It is understood that the Sheriff and/or his

designee have the exclusive right to immediately remove any deputy or supervisor assigned to the "booking area" if they fail to adequately perform their duties and responsibilities. The Sheriff and/or his designee will provide the union with written notification for any removal. Objection to the removal may be subject to the grievance procedure.

4. Article 12.1 Holidays

Holidays Recognized and Observed - The following days shall be recognized and observed as paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

5. Article 13.1:

Vacation credits will accrue and be available for use on a ~~hbi~~-weekly pay period basis for full-time employees after the first pay period of employment providing they are on a compensable pay status for 40 or more hours (6 or more working days) each pay period. An employee on paid leave status (ie: bereavement day(s), personal leave day(s), jury duty, union leave, sick leave day(s), 207c/LDI, and vacation day(s)) or full pay status will be considered as time worked in determining vacation credits. - Housekeeping

6. Article 13.8

An employee who fails to utilize vacation credits in the year he is eligible to take them, shall be permitted to accumulate all ~~up to a maximum of thirty (30)~~ vacation days in a vacation bank.

7. Article 13.15 Vacation Buy-Back (Optional)

Commencing January 1, 2012 and annually on such date, thereafter, employees shall be permitted to sell back ~~sixty (60) or up to eighty (80)~~ one hundred (100) hours of ~~accrued and unused vacation~~ each year, in as little as one (1) hour blocks. Such employees must have the hours of vacation leave in their bank and notify their supervisor by March 1st and September 1st each year that they wish to sell vacation hours. Payment for such sell back shall be made in payroll period 5 and 24.

8. Article 14.1 Bereavement Pay

An employee who has a death in the immediate family (parent, spouse, domestic partner, brother, sister, step-sibling, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren, foster child, stepparent, great grandparent or other relative who is an actual member of the employee's household) shall be given time off without loss of pay up to a maximum of four five (45) consecutive calendar scheduled consecutive working days commencing with from and including the date of death or date of the memorial service, at the option of the affected employee.

However, if the death occurs after the employee reports to work, that day will not be counted as one of the four five (45) consecutive working calendar days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay. An employee may hold on day of bereavement to be used for a memorial or funeral service taking place within one year of the commencement of the bereavement leave. Proof of services being held at a later date may be required. New York State/City of Buffalo certificate must be submitted for domestic partners.

9. Article 15: SUBJECT: LEAVE TIME DONATION FOR TEAMSTER MEMBERS AND MANAGERIAL/CONFIDENTIAL EMPLOYEES
EFFECTIVE DATE: JUNE 15, 2023

Policy:

Erie County recognizes the needs of employees and the ability of others to assist in meeting those needs during difficult times. In order to assist other employees suffering a serious medical condition or other emergency need, Erie County allows Teamster and Managerial/Confidential employees to directly donate accrued vacation time to assist a recipient employee. Both the donating employee and recipient employee must meet the criteria established by this policy. This policy applies to employees (both leave time donors and leave time recipients) who are covered by the Teamster collective bargaining agreement or are designated managerial/confidential.

Guidelines:

"Leave time" that is eligible to be donated is defined as accrued vacation time.

To be eligible to receive donated Leave Time, the employee must first use all his/her existing sick, vacation, personal, compensatory, and meal time hours, as applicable, and have a documented serious medical condition or other approved (FMLA or Leave Without Pay) emergency need for time off. The employee may already be qualified under Workers' Compensation, FMLA, or personal leave of absence.

Donated leave time hours shall be deducted in the increments needed by the receiving employee per payroll period. These leave time hours will be utilized

according to a "first in/first out" tracking system, that is, they will be deducted in the order in which they were donated.

Employees may donate vacation time by providing Personnel with a signed donor form indicating who the hours are to be donated to, and how many hours are to be donated. The Personnel Department is responsible for coordinating donations between the donating individual, Personnel, and the receiving individual. Forms for this purpose may be obtained from the Personnel Department or the Erie County intranet ("Ernie") online site. Use the Leave Time Donation form.

In order to be eligible to donate vacation time, the donating employee must have accrued hours available. An employee who makes a donation to another employee may later make further donations to the same employee, however, the maximum individual donation from a qualified donor to a qualified recipient is 240 hours of vacation time.

Donated hours utilized will be at the receiving employee's current rate of pay. Employees receiving donated leave time will be paid only up to the maximum budgeted hours per pay period for that employee. Receiving employees will not be paid holiday pay or shift differential.

Teamster employee members and Managerial/Confidential employees may donate vacation time to other employees in their own or each other's groups (for example, a managerial/ confidential employee may donate vacation time to an employee belonging to the Teamster bargaining unit).

Leave time donated to an employee who is in Leave Without Pay status will be paid to that employee as described above, however, such donation of leave time will not constitute a restart of the maximum allowable time an employee may be in leave without pay status and/or receive employer-paid health and/or dental insurance benefits.

Leave time donated to the recipient will not be cashed out for the recipient upon the recipient's separation from employment for any reason. Unused leave time will revert to the donor.

Erie County provides this benefit as a courtesy for eligible employees and offers no legal or other advice or guidance as to tax implications to employees who donate and/or receive accrued leave time. Employees are encouraged to seek tax implication advice prior to donating and/or accepting time.

Reference: Teamster Collective Bargaining Agreement, Federal Law, New York State Law, FMLA

Form: Donation of Leave Time form

10. Art. 15.5:

SECTION 15.5: Sick Leave Bonus — Eliminate effective 1/1/2024

- a) Effective January 1, 2019, there will be a \$500.00 bonus for any employee who reaches the maximum of 225 days of accumulated sick leave. Thereafter, an additional bonus of five hundred (\$500.00) dollars will be paid in any year in which two hundred and twenty-five (225) days of sick leave is maintained, and five or less sick days are used— Eliminate effective 1/1/2024
- b) Payment of the initial bonus will be in the first pay check after the 225 days is reached. Payment of the yearly bonus will be in the first pay period of February in subsequent years. — Eliminate effective 1/1/2024
- c) Employees who retire from County service with 15 (fifteen) years of County service shall be eligible for the following: (Eliminate effective 12/31/2026)
 1. Employees who have a minimum of 100 days of accumulated sick leave as of the date of retirement shall receive \$3,000.00 cash.
 2. Employees who have a minimum of 150 days of accumulated sick leave as of the date of retirement shall receive \$5,000.00 cash.
 3. Employees who have a minimum of 225 days of accumulated sick leave as of the date of retirement shall receive \$7,000.00 cash.

Sick Leave Bonus:

Any Employee who does not use more than 8 hours of sick leave per year shall receive a non-cumulative sick leave bonus of five-hundred (\$500.00) on a calendar year basis or any employee who does not use any sick leave shall receive a non-cumulative sick leave bonus of seven hundred fifty (\$750.00) on a calendar year basis. — Eliminate effective 1/1/2024

11. Article 17.2 Wages:

2023 \$2.75 increase effective 6/30/2023.

1/1/2024 4%

1/1/2025 3%

1/1/2026 3%

12. Article 17.4: Shift Differential (Effective 1/1/2024)

- a. Shift differential for all Deputy and Sergeant shall be as follows:

\$2.50 - 3:00pm to 11:00pm shift

\$2.50 - 11:00pm to 7:00am shift

13. SECTION 17.6: Longevity Payments

- a. An employee shall be eligible for the first longevity increment after completing a total of nine (9) years of continuous service with the County and a minimum of five (5) years actual service at the maximum increment

step of the job group. The above formula shall be increased by one (1) year to include the training steps for purposes of "completing a total" for sworn personnel effective 1-1-96 and for non-sworn personnel effective 5-24-01.

- b. All employees receiving the first longevity increment and who serve an additional period for three (3) years actual service ~~in the same job group~~ will receive a second longevity increment.
- c. Again, on the completion of another three (3) years of actual service, ~~in the same job group~~, the employee will receive a third longevity increment.
- d. Again, on the completion of another three (3) years of actual service, ~~in the same job group~~, the employee will receive a fourth longevity increment.
- e. Effective January 1, 2000, the County shall create a fifth longevity step (Step E). Any employee who has been on the fourth longevity step for three years or more shall be moved to the fifth step. Any employee who has been on the fourth longevity step less than three years will move to the fifth step after three years on longevity step four.
- f. Effective January 1, 2024, the County shall create a sixth longevity step (Step F) for any employee who has 25 years of continuous service.
- g. In computing longevity increment eligibility, when appointments are made on January 1, or July 1, and the day falls on a holiday or non-scheduled work day, the increment period will include these days.
- h. Because of the payroll procedures that enable the County to have a regular pay day throughout the year, the increment eligibility period and payroll periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which January 1, or July 1 falls.

14. Article 19.4: Payment for Health Insurance (Sworn)

- a. The following shall be the formula for the payment of Health Insurance Effective January 1, 2019 all sworn employees shall pay 15% of the Value Plan premium, capped at:

	Single	Family
1/1/2023	\$2,810	\$2,810
1/1/2024	\$1,680	\$4,525
1/1/2025	\$1,760	\$4,750
1/1/2026	\$1,840	\$4,975

The parties agree that in the event that the Erie County Fiscal Control Board suspends or nullifies pay increases, or step/increment increases

contained in the Collective Bargaining Agreement the premium amounts employees contribute toward their Health Insurance shall immediately freeze at the amount in effect at the time of such action and remain frozen until such time that the pay increases, or step/increment increases have been restored.

k. The employer will make available a health insurance plan that out-of-state retirees may obtain at an additional cost (PBA language)

- Effective 1/1/2024 Employer will no longer provide health insurance for employees who have been terminated from employment. This includes employees who have outstanding grievances concerning their termination.

15. Article 20.1:

Joint Employers and the Union agree to engage in 25 year retirement negotiations immediately following CBA ratification.

16. Article 21.8:

b. The Arbitrator shall be selected as follows: A panel of permanent Arbitrators is hereby established in the following order:

1. Howard Foster
2. Ronald Kowalski
3. Michael Lewandowski
4. Dennis Campagna
5. Jeffrey Selchick
6. Tim Taylor
7. Richard Chapman
8. John Trela
9. Jay Siegel
10. Lise Gelernter

17. Article 23.4:

a. Uniform Allowance:

1. All employees who are normally required to wear uniforms, excluding Kitchen Personnel, but including the Internal Affairs Personnel, Civil Division Personnel, and those Deputies on recognized managerial assignments will be granted an annual allowance each year of the agreement. Effective 1/1/2024~~19~~ Sworn employees will receive a ~~\$1,500.00~~~~\$1,000.00~~ one-time salary adjustment in lieu of uniform allowance.
2. ~~Effective 1-1-01, a \$250.00 voucher to be added to current allowance, to include Kitchen Personnel in voucher only, when the current allowance check is issued. It is understood that if the Sheriff decides to change the hats, such change will be paid for by the uniform allowance voucher~~

18. SECTION 23.12: Personnel Records -

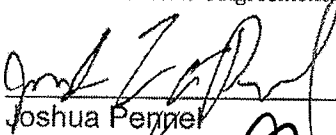
- c) Any material in the official personnel history folder of an adverse nature over three years eighteen months (483) old shall not be referred to in any disciplinary proceedings. All disciplines in existence prior to 6/30/2023 will be governed by the language of the previous CBA as it pertains to this article. All discipline that occur after 6/30/2023 will be governed by the language in this article.

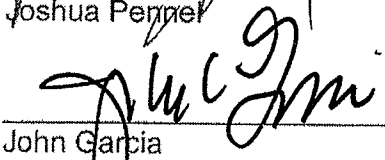
19. Schedule E:


8. It is understood that the minimum number of Officers that can be scheduled off in any one (1) week shall not be less than 15%48% of the number of Officers on a given shift.

Note: It is understood that the vacation time off, ~~either by week or single days,~~ are not included in the above computation.

All other proposals deemed withdrawn. All terms not changed, modified, suspended hereby remain in full force and effect. This Tentative Agreement is subject to Membership Ratification and Legislative Approval.


Joshua Penner 7/12/2023
Date:


John Garcia 1/ /2023
Date:


Brian Dickman 7/17/2023
Date:

10/10/10